

K. Chad Burgess
Managing Counsel
Dominion Energy Southeast Services, Inc.

220 Operation Way, MC C222, Cayce, SC 29033
DominionEnergy.com



May 26, 2021

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Assignment and Assumption of Contract for Gas Service
between Dominion Energy South Carolina, Inc., Holy City Linen
Services, LLC., and Cubby, Inc.

Dear Ms. Boyd:

Enclosed for filing only is an Assignment and Assumption of Contract
for Gas Service among Dominion Energy South Carolina, Inc. ("DESC"), Holy
City Linen Services, LLC., and Cubby, Inc.

By copy of this letter, we are providing the South Carolina Office of
Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,

A handwritten signature in blue ink, appearing to read "K. Chad Burgess", written over a horizontal line.

K. Chad Burgess

KCB/ctb
Enclosure

cc: Jeffrey M. Nelson, Esquire
(via U.S. First Class Mail and electronic mail w/enclosure)



ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR GAS SERVICE

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is entered into by and among **Dominion Energy South Carolina, Inc.**, formerly known as South Carolina Electric & Gas Company ("Consenting Party" or "DESC"), **Holy City Linen Services, LLC.**, ("Assignor") and **Cubby, Inc.** ("Assignee" or "Customer"). Consenting Party, Assignor and Assignee may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, Consenting Party and Assignor are parties to a Contract for Gas Service effective May 7, 2020 (hereafter the "Service Contract");

WHEREAS, Since the Service Contract was first entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.;

WHEREAS, Assignee is now the owner of the facility located at 1275 Remount Road, N. Charleston, SC, 29406 which is the Premise (as defined in the Service Contract) for which Consenting Party is to provide gas service;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and obligations under the Service Contract and Assignee desires to assume all of those rights and obligations;

WHEREAS, the Service Contract requires Consenting Party to consent to such an assignment and the Parties recognize that it is in their mutual interests for such an assignment to be made;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree and provide as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are an integral part of this Assignment. All defined terms used in this Assignment shall have the same meaning as in the Service Contract unless otherwise specified.

2. **New Contact Information and Assignment Language.**

The Parties agree that upon the Assignment Effective Date, the following shall apply:

a. Contact Information:

- i. Customer's Legal Name" shall be **Cubby, Inc.**;
- ii. Customer's "Billing Address" shall be:
1275 Remount Road
N. Charleston, SC 29406

b. Notwithstanding anything to the contrary in Service Contract, Customer shall not assign the Service Contract or its rights thereunder without the



ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR GAS SERVICE

prior written consent of DESC, which consent may be withheld in the exercise of DESC's sole discretion.

3. **Assignment.**

a. Service Contract.

i. Consenting Party and Assignor acknowledge that up until the Assignment Effective Date below the Service Contract is in full force and effect, has not been amended (except as specifically mentioned above), modified, or supplemented in any way, and constitutes the legal, valid and binding obligations of the Consenting Party and the Assignor, respectively, except as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally.

ii. Consenting Party hereby consents to the assignment of the Service Contract from the Assignor to the Assignee in accordance with the terms hereof and hereby agrees to release the Assignor upon payment of all outstanding debt by the Assignee as of the Assignment Effective Date from its obligations under the Service Contract in consideration for the assumption of such obligations by the Assignee.

b. Assignee hereby agrees to assume all of the obligations of Assignor under the Service Contract and fulfill all of Assignor's obligations whether arising before, on or after the Assignment Effective Date in accordance with the terms and conditions of the Service Contract, including but not limited to, the outstanding amounts owed under the Service Contract in the amount of \$35,068.50 as of Assignment Effective Date .

c. Effective as of and from the Assignment Effective Date, the Assignor hereby releases and forever discharges, and agrees not to make any claim against, the Consenting Party from (i) the observance and performance of the covenants, representations and warranties under the Service Contract on and after the Assignment Effective Date, and (ii) any and all losses, costs, obligations and claims as a consequence of or relating to any claims to the extent arising out of, or which are in any way related to or accruing from, Service Contract on and after the Assignment Effective Date.

Except as modified by this Assignment, all other provisions of the Service Contract shall remain in full force and effect.

In Witness whereof, the Parties hereto have caused this Assignment to be duly executed with an effective date of May 26, 2021, (the "Assignment Effective Date").



ASSIGNMENT AND ASSUMPTION OF
CONTRACTS FOR GAS SERVICE

ASSIGNEE:

Cubby, Inc.

By: [Signature]

Name: Miss Ann Son

Its: President

ASSIGNOR:

Holy City Linen Services, LLC

By: [Signature]

Name: Hwan Son

Its: Vice President

CONSENTING PARTY:

Dominion Energy South Carolina, Inc.

By: Daniel F. Kassis

Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable Energy, Authorized Representative